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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOHN DOE, an individual,	)	Case No.: 2:19-cv-00750-RSWL (SSx)
	)	
Plaintiff,	)	<b>[PROPOSED] ORDER ON</b>
	)	<b>STIPULATION FOR LIMITED</b>
vs.	)	<b>PROTECTIVE ORDER AND</b>
	)	<b>TEMPORARY DISCOVERY</b>
KEVIN SPACEY FOWLER, an	)	<b>STAY</b>
individual, and DOES 1-9, inclusive.	)	
	)	<i>[Stipulation filed concurrently]</i>
Defendant.	)	
	)	Complaint Filed: September 27, 2018
	)	

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1 **TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff John Doe (“Plaintiff”) and defendant Kevin Spacey Fowler (“Mr.  
3 Fowler”) (each a “Party” and, collectively, the “Parties) jointly filed the Stipulation  
4 for Limited Protective Order and Temporary Discovery Stay (“Stipulation”). Having  
5 reviewed the Stipulation, and for good cause shown, the Court hereby approves the  
6 Stipulation and orders as follows:

7 1. Plaintiff has designated his true and complete name as “Confidential”  
8 under the terms of the Stipulation and this Order.

9 2. Within three (3) days of this Order, Plaintiff will reveal his true and  
10 complete name to Mr. Fowler’s counsel.

11 3. Due to Plaintiff’s designation of his name as “Confidential” in the  
12 Stipulation, Plaintiff’s true and complete name may only be disclosed as follows:

13 a. To a Party.

14 b. To a Party’s “Counsel of Record” in this action to whom it is  
15 reasonably necessary to disclose the information for this action. As used herein, the  
16 term “Counsel of Record” means attorneys who are not employees of a Party but are  
17 retained to represent or advise a Party and have appeared in this action on behalf of  
18 that Party or are employees of or affiliated with a law firm which has appeared on  
19 behalf of that Party, and includes support staff.

20 c. To a Party’s “Other Counsel” to whom it is reasonably necessary  
21 to disclose the information and who have signed the “Acknowledgment and  
22 Agreement to Be Bound” (Exhibit A). As used herein, the term “Other Counsel”  
23 means attorneys who are not employees of a Party but are retained to represent or  
24 advise a Party about matters that relate to this action or the factual allegations in it or  
25 are employees of or affiliated with a law firm engaged in such a representation, and  
26 includes support staff.

27 d. To a Party’s employees and assistants to whom it is reasonably  
28 necessary to disclose the information to aid or assist in the legal representation by that

1 Party's Counsel of Record and who have signed the "Acknowledgement and  
2 Agreement to Be Bound" (Exhibit A).

3 e. To an "Expert" of a Party to whom disclosure is reasonably  
4 necessary and who have signed the "Acknowledgment and Agreement to Be Bound"  
5 (Exhibit A). As used herein, the term "Expert" means a person with specialized  
6 knowledge or experience in a matter pertinent to the litigation who has been retained  
7 by a Party or its counsel to serve as an expert witness, investigator, or consultant in  
8 this action.

9 f. To the Court and its personnel.

10 g. To court reporters and their staff.

11 h. To professional jury or trial consultants, mock jurors, and  
12 "Professional Vendors" to whom disclosure is reasonably necessary for this action and  
13 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). As  
14 used herein, the term "Professional Vendors" means persons or entities that provide  
15 litigation support services (e.g., photocopying, videotaping, translating, preparing  
16 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or  
17 medium) and their employees and subcontractors.

18 4. Promptly after Plaintiff's disclosure of his name to counsel for Mr.  
19 Fowler as provided in this Order, the Parties will engage in the conference of the  
20 parties required under, and otherwise comply with, Federal Rule of Civil Procedure  
21 26(f).

22 5. The Parties will continue to confer in good faith to try to reach agreement  
23 on a more comprehensive stipulated protective order that addresses each Party's needs  
24 and interests.

25 6. If the Parties are unable to reach agreement on a more comprehensive  
26 stipulated protective order after continuing to meet and confer in good faith, a Party  
27 may notify the other Party in writing that an impasse has been reached and, not less  
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1 than seven (7) days thereafter, file a motion with the Court to address the Parties'  
2 disagreements.

3       7. Notwithstanding any statutory provision or anything else in this  
4 stipulation, no Party may serve any discovery until either (a) the Parties reach  
5 agreement on and execute a more comprehensive stipulated protective order and/or  
6 agree in writing on a date certain for the opening of discovery, or (b) three (3) court  
7 days after the Court issues an Order on a motion filed by a Party as described in  
8 Paragraph 6 above. This temporary prohibition on discovery includes without  
9 limitation any written discovery, any deposition or deposition notice, any subpoena,  
10 and any party or third-party discovery whatsoever, but it specifically excludes any  
11 initial disclosures under Federal Rule of Civil Procedure 26(a)(1).

12       8. By entering into the Stipulation, no Party waives any right he otherwise  
13 would have to object to disclosing or producing any information or item on any ground  
14 not addressed in the Stipulation and this Order. Likewise, nothing in the Stipulation  
15 or this Order has any impact on the Court's May 14, 2019 Order permitting Plaintiff  
16 to plead anonymously at this time. Further, the Court finds that by entering into the  
17 Stipulation, Mr. Fowler is not waiving, and he does not waive, his right to challenge  
18 Plaintiff's "Confidential" designation and/or Plaintiff's pleading under a pseudonym  
19 by seeking an appropriate order from the Court. Nothing in this Order impacts or  
20 prejudices Mr. Fowler's ability and right to seek an order at a later date requiring  
21 Plaintiff to plead in his real name or to challenge Plaintiff's designation of his name  
22 as "Confidential," including in a motion as described under Paragraph 6. Nothing in  
23 this Order has any impact on Plaintiff's ability and right to contest any such order  
24 sought by the Mr. Fowler.

25       9. Unless otherwise ordered by the Court, Plaintiff's name cannot be  
26 disclosed in a public filing with the Court while Plaintiff's name has been designated  
27 "Confidential." A filing Party will redact Plaintiff's name or use the pseudonym John  
28 Doe on any materials filed with the Court. However, if it is necessary to disclose

1 Plaintiff's name to the Court in a filing, the filing Party will submit any materials that  
2 include Plaintiff's name under seal and otherwise comply with Civil Local Rule 79-5.

3 **IT IS SO ORDERED.**

4  
5 Dated: June \_\_, 2019

\_\_\_\_\_  
6 The Honorable Ronald S.W. Lew  
7 United States District Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

**(Order On Stipulation For Limited Protective Order**

**And Temporary Discovery Stay)**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Order on Stipulation For Limited  
Protective Order And Temporary Discovery Stay (the “Limited Protective Order”)  
that was issued by the United States District Court for the Central District of  
California on [date] in the case of *Doe v. Fowler et al.*, United States District Court,  
Central District of California, Case No.:2:19-cv-00750-RSWL (SSx). I agree to  
comply with and to be bound by all the terms of this Limited Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Limited Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Limited Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this Limited  
Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over the age of 18 and not a party to the within action. My business address is 18300 Von Karman Avenue, Suite 930, Irvine, California 92612-1057. On **June 25, 2019**, I served the foregoing document described as

**[PROPOSED] ORDER ON STIPULATION FOR LIMITED PROTECTIVE ORDER AND TEMPORARY DISCOVERY STAY**

on the following-listed attorneys who are not on the list to receive e-mail notices for this case (who therefore require manual notice) by the following means of service:

SERVED BY U.S. MAIL: There are currently no individuals on the list to receive mail notices for this case.

SERVED BY CM/ECF. I hereby certify that, on **June 25, 2019**, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system. The filing of the foregoing document will send copies to the following CM/ECF participants:

The following are those who are currently on the list to receive e-mail notices for this case.

Genie Harrison, genie@genieharrisonlaw.com  
Amber Phillips, amber@genieharrisonlaw.com  
Mary Olszewska, mary@genieharrisonlaw.com

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on **June 25, 2019** at Irvine, California.

/s/ Courtney L. McKinney

Courtney L. McKinney